



## TERMS OF REFERENCE

### ONE (1) LOT MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING GCG – UPS FOR DATACENTER COVERING THE PERIOD OF 01 JANUARY 2023 TO 31 DECEMBER 2023

#### 1. MAINTENANCE AND SUPPORT SERVICES REQUIREMENTS

- 1.1 The bidder must provide warranty and maintenance services to the existing GCG – UPS including the following items/units:

QTY.	DESCRIPTION OF THE EXISTING GCG – UPS
1	SURT10000XLI – 10 KVA with Serial No. QS1331271620

- 1.2 The services must include the labor and repairs to keep the said items/units /equipment in good operating condition.
- 1.3 All parts found defective during the visits and replacement of such parts shall not be included in the contract. The GCG shall procure the replacement part(s) separately.
- 1.4 The bidder must provide full-time support and managed services as specified:
- 1.4.1 single point of contact for all hardware and software components;
  - 1.4.2 twenty-four hours by seven days (24x7) service desk support via telephone, email or online chat portal;
  - 1.4.3 at least two (2) hours response time upon receipt of issue escalation and four (4) hours for onsite support, if necessary;
  - 1.4.4 if the problem was not resolved by service desk support, the bidder must provide an onsite technical support;
  - 1.4.5 procedures on support and issue escalation;
  - 1.4.6 conduct of quarterly preventive maintenance to ensure that the system and service is running as expected; and
  - 1.4.7 service report every after the onsite support and preventive maintenance activity.

#### 2. BUDGET REQUIREMENTS

- 2.1 The budget for One (1) Lot Maintenance and Support Services for the existing GCG – UPS for Datacenter covering the period of 01 January 2023 to 31 December 2023 is One Hundred Thousand Pesos Only (₱100,000.00).

#### 3. BIDDER REQUIREMENTS

- 3.1 The bidder must submit as part of the bid submission a certification issued by the Schneider Electric Philippines that the bidder is authorized service partner to provide first level technical support on the existing GCG – UPS for Datacenter.
- 3.2 Bidder must be a Platinum PhilGEPS registered supplier.
- 3.3 Subcontractors are prohibited.

#### **4. TERMS OF PAYMENT**

- 4.1 The payment shall be made on a quarterly basis within twenty (20) working days upon receipt of complete documents such as billing statement/statement of account, and other pertinent documents; provided that the total bidder's financial bid shall be pro-rated by the actual period where services are rendered over 12-month period (01 January 2023 - 31 December 2023). The bidder shall only issue the billing statement/statement of account after the end of each quarter.
- 4.2 In case actual services are not rendered on 01 January 2023 but on a later date, the total bidder's financial bid shall be pro-rated over the 12-month period (01 January 2023 - 31 December 2023) and the same shall be paid based on the actual services rendered which shall commence upon the receipt of Notice to Proceed.

#### **5. CONFIDENTIALITY**

- 5.1 Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section 5.2 or any information it acquires by virtue of the contract which the GCG deems confidential.
- 5.2 Records, documents, reports, and relevant data, such as diagrams, plans, designs, estimates, specifications, and other supporting records of materials compiled and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same.

#### **6. DELIVERY AND IMPLEMENTATION**

- 6.1 The bidder must be able to provide the warranty, maintenance and support services starting 01 January 2023 or upon the receipt of the Notice to Proceed
- 6.2 The bidder shall be subjected to the evaluation by the end-user after the implementation of the project.